

SETTLEMENT AGREEMENT

This Settlement Agreement, executed on the dates set forth below, by and between the Michigan Department of Attorney General (“ATTORNEY GENERAL”) with offices at 2860 Eyde Parkway, East Lansing, Michigan, 48823, the State of Michigan’s Department of Community Health, Medical Services Administration (“MSA”), with offices at 400 South Pine Street, Lansing, Michigan, 48933; and Hospice of North Ottawa Community, a Michigan Corporation, (“PROVIDER”) with offices at 1500 S. Despelder Road, Grand Haven, Michigan, 49417;

PROVIDES AS FOLLOWS:

MSA is the lawfully designated single state agency authorized by the United States Department of Health and Human Services to administer the Michigan Medical Assistance Program, which was established under Title XIX of the Social Security Act, 42 USC 1396 *et seq.*, and is administered in Michigan pursuant to the Michigan Social Welfare Act, 1939 PA 280, Sections 105-112;

ATTORNEY GENERAL is lawfully authorized to investigate and prosecute alleged violations of the Medicaid False Claim Act, 1977 PA 72, as amended;

PROVIDER is a Medicaid certified provider under the Medicaid program and has functioned as such at all times pertinent hereto;

The parties acknowledge and agree that PROVIDER received Medicaid overpayments from MSA for products and services provided by PROVIDER to Medicaid recipients; and

The parties desire to resolve and settle all disputes between them relating to the Medicaid overpayments received by PROVIDER from MSA, without any admission of wrongdoing on the part of PROVIDER and without further action by ATTORNEY GENERAL or MSA.

THEREFORE, in consideration of the mutual promises, covenants, and agreements by and between the parties set forth herein, IT IS AGREED as follows:

1. PROVIDER shall pay to STATE OF MICHIGAN the sum of \$4,156.17, representing reimbursement of Medicaid overpayments.

2. As payment of the above monies, PROVIDER shall deliver to ATTORNEY GENERAL, simultaneous with the execution of this Agreement, the following:

a) PROVIDER's certified check, cashier's check, or money order payable to STATE OF MICHIGAN in the amount of \$4,156.17.

3. Upon receipt of the above sums, ATTORNEY GENERAL and MSA will close its investigative files on PROVIDER with respect to Medicaid overpayments, and no further action will be instituted against PROVIDER by MSA or ATTORNEY GENERAL with regard to such overpayments.

4. Execution of this Settlement Agreement and payment of monies pursuant hereto shall not be construed as an admission of civil or criminal wrongdoing.

5. This Settlement Agreement contains the full and complete agreement between the parties and shall not be modified in any manner except by written instrument executed by the parties.

WHEREFORE, each of the parties or their authorized agents voluntarily signs this Settlement Agreement on the dates set forth below.

Date: 2/19/03

State of Michigan
Department of Attorney General

By: Kurt E. Krause
Kurt E. Krause
Assistant Attorney General

Date: 2/7/03

Hospice of North Ottawa Community
A Michigan Corporation

By: Nora Britton RN, Director
Business Address:
1515 S. Despelder Road
Grand Haven, MI 49417